

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NORTH DAKOTA
NORTHWESTERN DIVISION

Energy Heating, LLC, an Idaho limited liability company; Rocky Mountain Oilfield Services, LLC, an Idaho limited liability company,

Plaintiff/Counterclaim Defendants,

vs.

Heat On-The-Fly, LLC, a Louisiana limited liability company, and Super Heaters North Dakota, a North Dakota limited liability company,

Defendants,

Heat On-The-Fly, LLC, a Louisiana limited liability company,

Counterclaimant.

Heat On-The-Fly, LLC, a Louisiana limited liability company,

Third-Party Plaintiff/Counterclaim Defendant,

vs.

Marathon Oil Corporation,

Third-Party Defendant/
Counterclaimant.

Civil Case No. 4:13-cv-10

SPECIAL VERDICT FORM

Trademark

1. To the greater weight of the evidence is the mark "Heat On-The-Fly" generic?

X Yes _____ No

If your answer to Question 1 is "Yes", please SKIP Question 2 and proceed to Question 3. If your answer to Question 1 is "No", please answer Question 2.

2. To the greater weight of the evidence has the mark "Heat On-The-Fly" acquired secondary meaning?

_____ Yes _____ No

Bad Faith

3. Do you find to the greater weight of the evidence that Heat On-The-Fly made representations to Triangle Oil that it had a valid patent?

X Yes _____ No

If your answer to Question 3 is "Yes", please proceed to Question 4. If your answer to Question 3 is "No", please STOP and sign and date the bottom of this form.

4. Do you find by clear and convincing evidence that the representations were made in bad faith?

X Yes _____ No

If your answer to Question 4 is "Yes", please proceed to Question 5. If your answer to Question 4 is "No", please STOP and sign and date the bottom of this form.

State Law Claims

5. Do you find by clear and convincing evidence that Heat On-The-Fly committed the tort of deceit?

_____ Yes X No

6. Do you find to the greater weight of the evidence that Heat On-The-Fly engaged in an unlawful sales or advertising practice?

X Yes _____ No

If your answer to Question 6 is "Yes", please proceed to Question 7. If your answer to Question 6 is "No", please SKIP Question 7 and proceed to Question 8.

7. Did Heat On-The-Fly knowingly engage in unlawful sales or advertising practices?

X Yes _____ No

8. Do you find to the greater weight of the evidence that Heat On-The-Fly committed the tort of slander?

_____ Yes X _____ No

9. Did Energy Heating have a contract with Triangle Oil?

X _____ Yes _____ No

If your answer to Question 9 is "Yes", please proceed to Question 10. If your answer to Question 9 is "No", please SKIP Question 10 and proceed to Question 11.

10. Did Heat On-The-Fly unlawfully interfere with Energy Heating's contract with Triangle Oil?

X _____ Yes _____ No

11. Did Energy Heating have a prospective business relationship with Triangle Oil?

X _____ Yes _____ No

If your answer to Question 11 is "Yes", please proceed to Question 12. If your answer to Question 11 is "No", please SKIP Question 12 and proceed to Question 13.

12. Did Heat On-The-Fly unlawfully interfere with Energy Heating's prospective business relationship with Triangle Oil?

X _____ Yes _____ No

If your answer to Question 10 or Question 12 is "Yes", please proceed to Question 13. If your answer to Question 10 or Question 12 is "No", please SKIP Question 13 and sign and date the verdict form.

13. What damages do you find were caused by the intentional conduct of Heat On-The-Fly?

\$ \$750,000.00

Dated at Fargo, North Dakota, this 4 day of September, 2015.

Presiding Juror (signature)

Presiding Juror (printed)